

PLAINTIFF'S EXHIBIT

tabbles

Q



AT&T MA Reference No.

132039UA

AGREEMENT

20090130-0534

Customer City of St. Louis 1200 Market, Room 311 St. Louis, MO 63103 USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Jim Garavaglia Title: St. Louis, MO 63103 United States Telephone: 314 622 4830 Fax: Email: garavagliaj@stlouiscity.com	AT&T Contact (for notices) 12851 MANCHESTER RD DES PERES, MO 63131 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
Customer (by its authorized representative) By: CITY OF ST LOUIS Name: James M Garavaglia Title: ASSET MANAGER Date: 1-30-09	AT&T (by its authorized representative) By: Merri Moore Name: Merri Moore Title: Merri Moore on behalf of S. Markiewicz Date: 01-30-09

This Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T"), is effective when signed by both parties, and continues as long as Services are provided under this Agreement.

The terms and conditions of the services and equipment that AT&T provides to Customer under this Agreement ("Services") are found in this document and the following additional documents: (i) Tariffs, Guidebooks and Service Guides found at att.com/servicepublications; (ii) Pricing Schedules or other attachments now or later attached to this Agreement; (iii) the Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise Tariffs, Guidebooks, Service Guides, or the AUP (collectively "Service Publications") at any time, and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: Pricing Schedules; this Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will have their respective Affiliates comply with this Agreement. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

Services: AT&T will either provide or arrange to have its Affiliate provide Services to Customer under this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services to third parties (excluding Customer's Affiliates) without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement, and Customer is responsible for their use of any Services, unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet, Customer, its Affiliates, and Users will comply with the AUP.

Customer will in a timely manner allow AT&T to access, or at Customer's expense obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Services. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

obtain any necessary licenses, permits and consents (including easements and rights-of-way).

Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service, or suspend performance until Customer removes the hazardous materials.

AT&T Equipment: Services may include use of certain equipment owned by AT&T that is located at the address in a Pricing Schedule ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

Prices, Pricing Schedule Term, and Taxes: Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

Prices in the Pricing Schedules are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

Billing, Payments, Deposits and MARC: Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments: (i) for Services contained in a Tariff or Guidebook, at the rate specified therein; or (ii) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus (iii) all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies. If the Pricing Schedule includes a MARC, and Customer's annual MARC-Eligible charges (after deducting discounts and credits (other than outage or SLA credits) are less than the MARC in any period, Customer will be billed for the shortfall, and payment will be due 30 days after the invoice date.

Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service, and if the activity implicates the

entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 days of notice. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally withdraws the Service or Service Component for similarly-situated customers.

If Customer terminates a Service prior to the date Customer's obligation to pay for Services begins, Customer will reimburse AT&T for time and materials, including any third party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service for Customer's convenience, or AT&T terminates a Service for any of the reasons specified in the first paragraph of this Section, Customer must pay all applicable termination charges: (i) if termination occurs before the end of the Minimum Payment Period (the minimum period specified in Pricing Schedules for which Customer is required to pay recurring charges for the Service), Customer must pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any charges related to a failure to satisfy a Minimum Retention Period), plus any third-party charges incurred by AT&T due to the termination, all of which will be, if applicable, applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term, after applying amounts received pursuant to (i). The termination charge set forth in (i) above will not apply if a terminated Service is replaced with an upgraded Service at the same location, but only if (a) the Minimum Payment Period and associated charge for the replacement Service are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service, and (b) the upgrade is not restricted in the Service Publication. In addition, Customer may terminate a Service

without incurring termination charges if (a) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (c) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized rates, changes required by governmental authority, or changes in additional charges such as surcharges or taxes.

Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), OR WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA, OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

Limitation of Liability: AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

Third Party Claims: AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their

employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

Import/Export Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

ARBITRATION: ALL CLAIMS OR DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT) AND ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS NULL AND VOID.

General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Services will be governed by the law and regulations applied by the regulatory commission having jurisdiction over the Services. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to

its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control. Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address set forth above. This Agreement constitutes the entire agreement between the parties concerning the Services provided under this Agreement and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.



CITY OF ST LOUIS
% JIM GARAVAGLIA
1520 MARKET ST RM 3005
SAINT LOUIS MO 63103 - 2830

Page 1 of 2
Account Number 314 A79-3006 600 5
Billing Date May 27, 2018
Web Site att.com

Monthly Statement

Bill-At-A-Glance

Previous Consolidated Bill	467,830.07
Payment Received 4-20	2,763.92CR
Adjustments	.00
Past Due - Please Pay Immediately	465,066.15
Current Charges	102,091.85
Total Amount Due	\$567,158.00
Current Charges Due in Full by	Jun 26, 2018

Billing Summary

Online: att.com/myatt

Page

Plans and Services	21.61
1 800 321-2000	
Service Changes:	
1 800 321-2000	
Repair Services:	
1 800 286-8313	
Individual Account Summary	1 102,070.24
Total Current Charges	102,091.85

Plans and Services

Monthly Service - May 27 thru Jun 26

Charges for 314 A79-3006

1. Dept-Cust Billing Reports Pkg	20.00
----------------------------------	-------

Surcharges and Other Fees

2. Municipal Gross Receipts Surcharge	1.61
---------------------------------------	------

Taxes

3. Federal	.00
4. State and Local	.00
Total Taxes	.00

Total Plans and Services

21.61

Individual Account Summary

Consolidated Summary of Current Charges

Account Number	Plans and Services	Other Providers	Taxes	Total Charges
051 198-2769 344	.00	49.00	.00	49.00
Service Provider Number (314 381-5095)				
314 241-1885 631	163.29	.00	.00	163.29
314 241-2963 611	372.50	.00	.00	372.50
314 241-4308 266	163.29	.00	.00	163.29
314 381-0432 945	1,113.32	.00	.00	1,113.32
314 438-7301 297	489.87	.00	.00	489.87
314 438-7405 816	163.29	.00	.00	163.29
314 534-9378 775	326.58	.00	.00	326.58
314 688-0203 988	163.29	.00	.00	163.29
314 688-0550 850	163.29	.00	.00	163.29
314 688-1081 822	326.58	.00	.00	326.58
314 688-1762 495	211.45	25.33	.00	236.79
314 688-7779 107	326.58	.00	.00	326.58
314 688-8126 327	163.29	.00	.00	163.29
314 688-8126 328	163.29	.00	.00	163.29
314 821-1088 379	326.57	.00	.00	326.57
314 821-2781 719	163.29	.00	.00	163.29
314 821-3206 582	163.29	.00	.00	163.29
314 821-4598 003	5,343.00	91.35	.00	5,435.15
314 821-8608 116	163.29	.00	.00	163.29
314 822-4006 602	90,710.37	493.88	.00	91,174.25
(610)				
314 771-1338 483	168.79	91.38	.00	260.16
Totals	101,349.32	720.92	.00	102,070.24

News You Can Use Summary

- PREVENT DISCONNECT
 - LONG DIST. PROVIDERS
- See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

GARAVAGLIA 48